

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM341743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALM Media, LLC		04/30/2015	LIMITED LIABILITY COMPANY:
ALM Media Properties, LLC		04/30/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Macquarie US Trading LLC		
Street Address:	125 W. 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4344939	CONSULTING	
Registration Number:	1269789	EXECUTIVE RECRUITER NEWS	
Registration Number:	2113904	10-3-1	
Registration Number:	2695513	ADVISORS DATA SOURCE	
Registration Number:	892073	AMERICAN AGENT & BROKER	
Registration Number:	3889604	BENEFITS SELLING	
Registration Number:	1845570	CLAIMS	
Registration Number:	4099671	CLCS COMMERCIAL LINES COVERAGE SPECIALIS	
Registration Number:	2963162	CREDIT UNION TIMES	
Registration Number:	2031856	FC&S	
Registration Number:	2093099	FC&S	
Registration Number:	2561388	FREEERISA	
Registration Number:	3231808	INSIDECOUNSEL	
Registration Number:	3231809	INSIDECOUNSEL SUPERCONFERENCE	
Registration Number:	1977914	INSUR'ED.	
Registration Number:	2728295	INVESTMENT ADVISOR	

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Property Type	Number	Word Mark
Registration Number:	2501529	NATIONAL UNDERWRITER
Registration Number:	2501530	NATIONAL UNDERWRITER
Registration Number:	2499762	NATIONAL UNDERWRITER
Registration Number:	4439141	PC360
Registration Number:	4091682	PLCS PERSONAL LINES COVERAGE SPECIALIST
Registration Number:	3456391	PRODUCERSWEB
Registration Number:	4439030	PROPERTY CASUALTY 360
Registration Number:	3984135	SENIOR MARKET ADVISOR EXPO
Registration Number:	2773739	TECH DECISIONS
Registration Number:	4486254	THINKADVISOR
Serial Number:	86002248	LIFEHEALTHPRO

CORRESPONDENCE DATA

Fax Number: 2149695100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2149694804

Email: aaaugustine@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 2727 North Harwood Street

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	614460-600003
NAME OF SUBMITTER:	David L. Odom
SIGNATURE:	/David L. Odom/
DATE SIGNED:	05/19/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of April 30, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MACQUARIE US TRADING LLC (“Macquarie”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Credit Agreement and the Security Agreement referred to therein.

WHEREAS, WPLM ACQUISITION CORP., a Delaware corporation (“Initial Borrower”), ALM MEDIA, LLC, a Delaware limited liability company (together with the Initial Borrower in accordance with Section 10.23 of the Second Lien Credit Agreement, “Borrower”), ALM HOLDINGS, INC., a Delaware corporation (“Holdings”), Macquarie, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Credit Agreement dated as of July 31, 2014 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded ITU Application).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

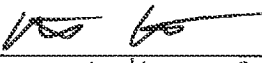
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALM Media, LLC,

By: 
Name: William Carter
Title: President & CEO

ALM Media Properties, LLC,

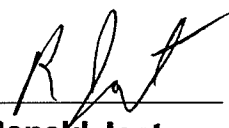
By: 
Name: William Carter
Title: President & CEO

MACQUARIE US TRADING LLC,
as Collateral Agent

By: _____

Name:


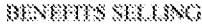

Title:


Ronald Jost
Managing Director


Anita Chiu
Associate Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
ALM Media, LLC	CONSULTING	4,344,939
ALM Media, LLC	EXECUTIVE RECRUITER NEWS	1,269,789
ALM Media Properties, LLC	10-3-1	SN:75-177066 RN:2,113,904
ALM Media Properties, LLC	ADVISORS DATA SOURCE	SN:76-413133 RN:2,695,513
ALM Media Properties, LLC	AMERICAN AGENT & BROKER (Stylized) 	SN:72-340654 RN:892,073
ALM Media Properties, LLC	BENEFITS SELLING 	SN:85-017406 RN:3,889,604
ALM Media Properties, LLC	CLAIMS	SN:74-371259 RN:1,845,570
ALM Media Properties, LLC	CLCS COMMERCIAL LINES COVERAGE SPECIALIST 	SN:85-029933 RN:4,099,671
ALM Media Properties, LLC	CREDIT UNION TIMES	SN:78-316820 RN:2,963,162
ALM Media Properties, LLC	FC&S	SN:75-011675 RN:2,031,856
ALM Media Properties, LLC	FC&S	SN:75-158025 RN:2,093,099

ALM Media Properties, LLC	FREEERISA FREEERISA	SN:76-114346 RN:2,561,388
ALM Media Properties, LLC	INSIDECOUNSEL InsideCounsel	SN:78-656993 RN:3,231,808
ALM Media Properties, LLC	INSIDECOUNSEL SUPERCONFERENCE InsideCounsel SuperConference	SN:78-657519 RN:3,231,809
ALM Media Properties, LLC	INSUR'ED.	SN:74-624583 RN:1,977,914
ALM Media Properties, LLC	INVESTMENT ADVISOR	SN:76-207544 RN:2,728,295
ALM Media Properties, LLC	LIFEHEALTHPRO LIFEHEALTHPRO	SN:86-002248
ALM Media Properties, LLC	NATIONAL UNDERWRITER	SN:75-912443 RN:2,501,529
ALM Media Properties, LLC	NATIONAL UNDERWRITER	SN:75-912444 RN:2,501,530
ALM Media Properties, LLC	NATIONAL UNDERWRITER	SN:75-917126 RN:2,499,762
ALM Media Properties, LLC	PC360 PC360	SN:85-864452 RN:4,439,141
ALM Media Properties, LLC	PLCS PERSONAL LINES COVERAGE SPECIALIST PLCS PERSONAL LINES COVERAGE SPECIALIST	SN:85-029856 RN:4,091,682
ALM Media Properties, LLC	PRODUCERSWEB PRODUCERSWEB	SN:77-144709 RN:3,456,391

ALM Media Properties, LLC	PROPERTY CASUALTY 360 PROPERTY CASUALTY 360	SN:85-845990 RN:4,439,030
ALM Media Properties, LLC	SENIOR MARKET ADVISOR EXPO SENIOR MARKET ADVISOR EXPO	SN:85-061951 RN:3,984,135
ALM Media Properties, LLC	TECH DECISIONS	SN:78-191608 RN:2,773,739
ALM Media Properties, LLC	THINKADVISOR THINKADVISOR	SN:85-837576 RN:4,486,254